

12/19/06 8:34:00
BK 2,627 PG 255
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

P3
P2

Mortgage Services Loan Number 0022537161

MERS Min No. 100020000225371610

Prepared by:

Jason Clark

Prepared at:

Mortgage Services
4001 Leadenhall Road
Mt. Laurel, NJ 08054

1-800-750-2518

ORIGINAL

Return to:

Mortgage Services
3000 Leadenhall Rd.
Mt. Laurel, NJ 08054
Attn: Document Control

LOAN MODIFICATION AGREEMENT

**Three Original Loan Modification Agreements must be executed by the Borrower
One Original is to be filed with the note and one Original is to be recorded in the Land
Records where the Security Instrument is recorded**

This Loan Modification Agreement ("Agreement"), entered into effective as of the **FIRST** day of **September 2006**, between **JOANIE TEMPLE and FRANCIS BELL** ("Borrower(s)") and **Cendant Mortgage Corporation d/b/a Century 21 Mortgage** (Lender), "MERS" is a Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for the Lender and Lender's successors and assigns. MERS is beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated **05/07/2003** securing the original principal sum of **\$130,592.00** and recorded on **05/14/2003**, with **Book 1720 Page 0540** of the County of **DESOTO** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument as the "Property", located at **9616 JOURDAN DR, OLIVE BRANCH, MS 38654** the real property described being set forth as follows:

LEGAL DESCRIPTION: See Attached

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the **First** day of **September 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid "Principal Balance") is U.S. **\$131,530.68** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.375%**, beginning on the **First** day of **September 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$854.79** beginning on the **First** day of **October 2006** and continuing thereafter on same day of each succeeding month until principal and interest are paid in full. If on **06/01/2033** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 4001 Leadenhall Road Mt. Laurel, NJ 08054 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

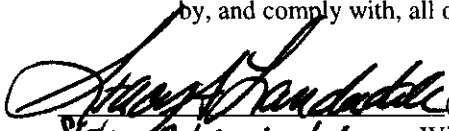
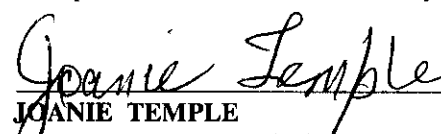
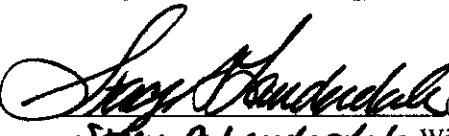
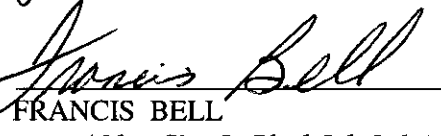
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

 (Seal) Stacy A. Lauderdale -Witness	 (Seal) JOANIE TEMPLE -Borrower (<u>Must Sign In Black Ink Only</u>)
 (Seal) Stacy A. Lauderdale -Witness	 (Seal) FRANCIS BELL -Borrower (<u>Must Sign In Black Ink Only</u>)

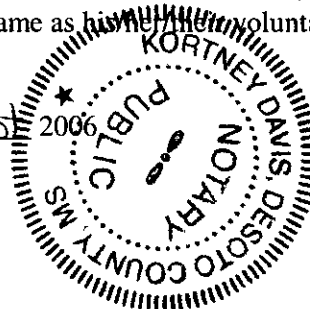
STATE OF: MS
 COUNTY OF: Desoto

Be it remembered, that on this 1st day of August in the year of Our Lord two thousand and six (2006) before me, the subscriber a NOTARY PUBLIC, personally appeared **JOANIE TEMPLE** and **FRANCIS BELL** who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn and Subscribed before me on this 1st day of August 2006

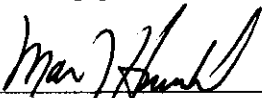

 (Seal)
 (Must Sign In Black Ink Only) Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
 MY COMMISSION EXPIRES DEC 1, 2008
 BONDED THRU STEGALL NOTARY SERVICE



Loan Modification Agreement-Single Family--Fannie Mae/Freddie Mac Uniform Instrument
_____ [Space Below This Line For Acknowledgments] _____

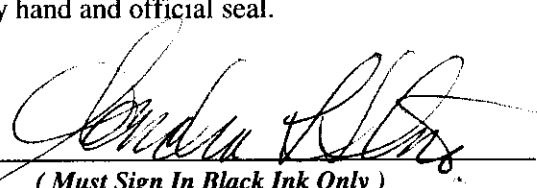
PHH Mortgage Services

By: 
Marc J. Hinkle, Vice President

STATE OF: new Jersey
COUNTY OF: Burlington

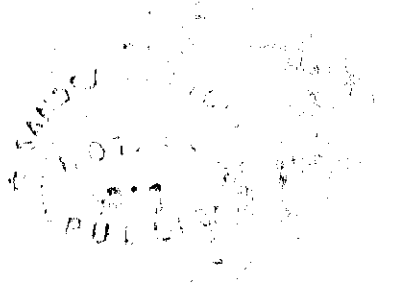
On this 2 day of NOV 2006 before me, Marc J. Hinkle Vice President of Mortgage Services, Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 
(Must Sign In Black Ink Only)

Notary Public
My Commission Expires:

Sandra L. Stone
Notary Public of New Jersey
My Commission Expires March 16, 2008



BK 2627 PG 259

163918

First American Title Insurance Company
Commitment

SCHEDULE A

1. Commitment Date February 4, 2003 at 8:00am.

2. Policy or Policies to be issued: Amount of Insurance

(a) ALTA Owners Form (10-17-92) \$131,625.00

Proposed Insured: Francis Bell, III and Joanie Bell

(b) ALTA Mortgagee's Form (10-17-92) \$127,676.00

Proposed Insured: Century-21 Mortgage, Its successors and/or assigns as their interests may appear.

2. Fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Holly A. Foote and Lester K. Wynn, Jr, Joint Tenants with Rights of Survivorship

3. The land referred to in this Commitment is described as follows:

Lot 323, Phase 2, Section E, Plantation Lakes, The Plantation, situated in Section 22, Township 1 South, Range 6 West, Dity of Olive Branch, DeSoto County, Mississippi as per plat thereof recorded in Book 52, Pages 26-28, in the Chancery Clerk's Office of DeSoto County, Mississippi.

8022537161-Temple